

FOOD SERVICE AGREEMENT/CONTRACT

This agreement is entered into between the _____ Contractee (CACFP sponsor) and _____ Contractor (School Food Service) for the purpose of providing meals for children enrolled in the Sponsor's Child and Adult Care Food Program. This Agreement provides the minimum obligations and responsibilities of the parties to this agreement.

This is a contract between:

Contractee (CACFP Sponsor)

Contractor (School Food Service)

Authority)

Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

Contact Person: _____

This contract covers the period beginning _____ and ending _____.

The terms and conditions of this contract are as follows:

1. Meals prepared under this contract by the Contractor must comply with the meal patterns and components as required in 7CFR 226.20 (c).
2. The Contractor (School food service authority) will provide ____ breakfasts; ____ lunches; and ____ suppers; Monday through Friday, except on holidays to meet the contractee's needs.

If meals are to be picked up by CACFP Sponsor; the time of daily pickup must be specified ____ (a.m.).

If selection is to be delivered by Contractor to destination, then delivery will occur at ____ a.m. daily.

3. The Contractee must advise the Contractor of increases/decreases of required meals not later than ____ (a.m. daily) [226.6 (i) (9)].
4. The Contractor must have Federal, State or local health certification for the facility in which the meals are prepared for the contractee. The Contractor must insure that the health and sanitation requirements are met at all times [226.6 (i) (3)].
5. The Contractee/Contractor must provide menus to the Contractee on a weekly basis if no cycle menus are used; if cycle menus are used, they must be furnished monthly or as the cycle runs [226.6 (i) (4)].
6. The Contractor may not sub-contract any portion of this contract.
7. The Contractor must maintain all records supported by invoices, receipts or other evidence the Contractee may need to meet their responsibilities [226.6 (i) (2)].

8. The Contractee may take adverse action against the Contractor for any non-compliance with the terms of this contract; this includes disallowed, spoiled, or unwholesome meals, or meals that do not meet the meal requirements. The only exception to this would be an "Act of God" [226.6 (i) (7)].
9. The Contractor will not pay for meals that are delivered outside of the agreed upon delivery time [226.6 (i) (8)].
10. The Contractor will present an invoice and delivery receipts within (#)_____ working days following the end of the preceding month for meals delivered. The Contractee will submit payment to the Contractor within (#)_____ days of receipt of the invoice (#Contractee/Contractor complete).
11. The books and records pertaining to the Contractor's and Contractee's food service operation shall be available for inspection and/or audit by representatives of the State Agency; USDA, Food and Nutrition Service; the U. S. General Accounting Office; USDA, Office of the Inspector General; at any reasonable time and place. These records must be retained for a period of three years from the date of receipt of final payment under this contract, or in cases where an audit remains unresolved, until such time as the audit is resolved [226.5 (i) (5)].

If this contract is for an outside-school-hours facility, the meals must be unitized, unless the State Agency determines that unitization would impair the effectiveness of the food service operations [226.6 (i) (11)].

This contract may be terminated by either party upon submission to the other party of written notice at least 30 days prior to the date of termination. A copy of the termination letter must be sent to the State Agency.

If this contract has an aggregate value in excess of \$10,000.00, the attached Addendum "A" becomes a part of this contract by reference. For further provisions, please refer to Sections 226.21 and 226.22 of the CACFP Regulations.

Contractee (CACFP Sponsor):

Contractor(School Food Service Authority):

Signed:_____

Signed:_____

Date:_____

Date:_____

cc: **Idaho State Department of Education**
Child Nutrition Program
P.O. Box 83720
Boise, ID 83720-0027

Equal Opportunity

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor [41 CFR ch. 60].)

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, sex, age, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, sex, age, religion, disability or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The contractor will, in all solicitation of advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, sex, age, religion, disability or national origin.

(c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with Procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 12, 1967, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by Law.

(g) The contractor will include the provisions of Paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.